



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prehofer Construction Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The Landlord applied for an early end to the tenancy, pursuant to section 56 of the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided testimony. However, the Tenant did not appear. The Landlord applied for this hearing on July 15, 2021, but the application was not processed until July 30, 2021, which is when the Notice of Dispute Resolution was created. However, due to an administrative error, the Notice of Dispute Resolution was sent by our office to the Landlord at a non-existent email address. It appears the Landlord put the correct email address on his application form, but when this information was inputted into our system, a letter was mistyped. Nonetheless, the Landlord called to our office on August 4, 2021, to follow up, and at that time he was provided with the Notice of Dispute Resolution at his corrected email address. I note it was not the Landlord's fault the Notice was delayed by a few days, as it appears to be an administrative error at the RTB.

Regardless, the Landlord immediately served the Tenant with the Notice of Dispute Resolution, on the same day he received it from our branch, in person, on August 4, 2021. Proof of service was provided, and was witnessed by a third party.

I find the Landlord sufficiently served the Tenant, in person, on August 4, 2021, with the Notice of Dispute Resolution for the purposes of this proceeding, pursuant to section 71(2)(b).

The Landlord stated that he provided his evidence to the Tenant with the above mentioned package. However, he did not include the witness letters, to protect their

safety. As stated in the hearing, the Landlord could have redacted some of the information, and served the letters to the Tenant, but he did not do so. In any event, the Landlord is required to serve the respondent with any evidence he intends to rely on. As this has not been done, I find the witness letters are not admissible.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Does the Landlord have cause to end the tenancy early?

#### Background and Evidence

The Landlord stated that the Tenant is a known drug dealer and the longer his tenancy continues, the higher the risk to everyone in the building. The Landlord explained that around 4 weeks ago, he did an inspection of this rental unit, and found a methamphetamine lab in the bathroom (glass beakers, stoves, noxious fumes). A few days later, the Landlord went to check on the issue, and noted that the Tenant had removed everything, and allegedly moved it to a different site. The Landlord explained that the Tenant is still dealing drugs to this day out of the rental unit, and approximately 20 people per day come and go from his unit. The Landlord explained that the Tenant also sells drugs to other Tenants in the building, and the Landlord is aware of at least 5 drug overdoses within the Tenants apartment, involving other occupants of the building.

The Landlord feels that if this tenancy continues any longer, there is a real chance another occupant or the Tenant will die of a drug overdose. The Landlord is also worried there will be violence because the Tenant has gone knocking on neighbours doors to threaten them and pressure them to keep quiet about what he is doing inside his rental unit.

#### Analysis

An early end of tenancy is an expedited and unusual remedy under the Act and is only available to the landlord when the circumstances of a tenancy are such that it is

unreasonable or unfair to a landlord or other residents to wait for a notice to end tenancy to take effect, such as a notice given under Section 47 of the Act for cause. Therefore, in this case the Landlord bears a strict burden to prove with sufficient evidence that the tenancy should end early Section 56 of the Act.

An application for an early end of tenancy under section 56 of the Act is reserved for situations where a Tenant poses an immediate and severe risk to the rental property, other occupants, or the Landlord. An application for an early end of tenancy is such that a Landlord does not have to follow the due process of ending a tenancy by issuing a notice to end tenancy which gives the Tenant the right to dispute the Notice by applying for dispute resolution.

Under section 56 of the Act, the director may end a tenancy and issue an order of possession only if satisfied, there is sufficient cause; and, it would be unreasonable, or unfair to the Landlord or other occupants of the residential property, to wait for a notice to end the tenancy under section 47 to take effect.

I have carefully considered the undisputed evidence before me and I find the Tenant's behaviour is significant and severe enough as to warrant an early end to the tenancy, pursuant to section 56 of the Act. I find the Tenant's verbal threats, combined with the drug lab, the drug trafficking, and the numerous overdoses that have occurred within his rental unit poses an immediate and severe risk to other occupants and the Landlord/property. As such, I find the Landlord is entitled to an order of possession.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the tenant's security deposit in full satisfaction of the recovery of the cost of the filing fee. The remaining part of the security deposit must be dealt with in accordance with the Act.

### Conclusion

The Landlord has met the burden to prove the tenancy should end early.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 12, 2021

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Residential Tenancy Branch